

AMENDMENT NO. 1 TO CONTRACT FOR GENERATOR MAINTENANCE AND EMERGENCY
REPAIR SERVICES

This contract amendment ("Amendment") is dated and entered into as of the _____ day of _____, 20____ (the "Amendment Effective Date"), between National Power Corp. a corporation organized and existing under the laws of North Carolina (hereinafter referred to as the "Contractor") and City of Durham (hereinafter referred to as the "City").

The City and Contractor entered into a contract titled "Contract for Generator Maintenance and Emergency Repair Services, dated July 21, 2014. That contract is referred to as the "Original Contract".

The Original Contract is amended as follows:

1. Add the following sentence at the end of Sec. 1. Background and Purpose:
Additionally, the work shall include the proper preventive maintenance DWM's Water Storage and Treatment (WST) and Water Reclamation Facility Division's fourteen diesel engines/generators requiring proper preventive maintenance.
2. Modify Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's, as indicated below:
 - (a) Under subsection "A. General", delete "62 generators" and replace with "76 engines/generators"
 - (b) In Section "B. Generator Maintenance", add the following additional bulleted paragraph at the end of subsection "c. Oil Change, Coolant Change and Air Filter Replacement":
 - All WST and WRF engine/generators shall have their oil changed, changed and air filters replaced in the first year of this amendment. The engine/generator coolant shall be analyzed If coolant change is warranted the cost shall be paid as a separate change order according to the line item 63 in Exhibit B. All invoicing against item 63 in Exhibit B shall be approved prior to work commencing.
3. Delete 1st paragraph of "Sec. 3. Contractors Billing to City, Compensation", and replace with the following new paragraph:

The City shall pay the contractor for the work as a unit price fee upon annual completion of the Work up to \$204,863.00. If deemed necessary and appropriate by the City of Durham Emergency Maintenance and Non-Routine Repair Service charges and payment shall be made by change order to this agreement and will

be added to the contractor's compensation. Exhibit B, Revised July 2015 shows the agreed upon unit price list.

4. In Sec. 8. Exhibits, delete "Exhibit B" and replace with "Exhibit B, Revised July 2015", which exhibit is attached to this amendment. Finally, replace all reference in the Original Agreement to "Exhibit B" to "Exhibit B, Revised July 2015".
5. Delete "Sec. 14. Term of Agreement. Renewable at City Option." And replace with the following:

Sec. 14. Term of Agreement. Renewable at City Option. This Agreement, unless terminated sooner in accordance with Section 13, shall remain in effect for one (1) year from the Amendment Effective Date and be renewable for 4 additional one-year options at the discretion of the City Manager according to the same terms, except that the Unit Price List of Exhibit B, Revised July 2015 may be increased no more than 3% for each additional year.

IN WITNESS WHEREOF, the City and the Contractor have caused this amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST

CITY OF DURHAM

By: _____

NATIONAL POWER CORP.

By: _____ (SEAL)

Title of Officer: _____

(The following officers may sign for the corporation: chairperson, president, chief executive officer, vice-president, assistant vice-president, treasurer, or chief financial officer.)

State of _____

ACKNOWLEDGEMENT BY
NATIONAL POWER CORP.

County of _____

I, a notary public in and for the aforesaid county and state certify that

_____ personally appeared before me this day and stated that he or

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she is *(strike through the inapplicable) chairperson, president, chief executive officer, vice-president, assistant vice-president, treasurer, or chief financial officer.)*

National Power Corp. a corporation and that by authority duly give and as the act of the corporation he or she signed under seal the foregoing amendment with the City of Durham This _____ day of _____, 20____.

My Commissions Expires:

Notary Public